California
INTERNATIONAL LAW
Section Newsletter

State Bar of California

Message from the Chair

Linnet C. Harlan

Chair, International Law Section

October 2003

Why Be a Member of the International Law Section?

If you're currently a member of the Section, you probably already have an international law practice or an interest in international law. As the globe shrinks, undoubtedly that practice or interest will expand. Perhaps you'll find yourself barraged by questions relating to a new field of practice; perhaps you'll be asked to work on a transaction in a new geographic area; perhaps you'll simply want to understand what's happening in other parts of the globe.

Whatever your interest, the International Law Section can help you develop and maintain an expertise in the international arena.

The ILS is one of the few "horizontal" sections of the State Bar, a section that cuts across practice areas. Our section includes members who work in the fields of international business transactions, taxation, corporate, finance, family law, intellectual property, real property, immigration, human rights, and arbitration, mediation, and litigation. Members' geographic interests include all continents of the world, with the possible exception of Antarctica.

The section provides frequent educational and networking opportunities for members to expand their knowledge and contacts. One method we use is presenting programs. Since September 1, we have presented thirteen programs, and we have "Careers in International Law" programs scheduled at three law schools prior to the end of the year. We also will present the excellent "Business Ventures in the Middle Kingdom: Legal and Practical Strategies for Success in China" at the Palo Alto Westin on **November 7**. The program will feature speakers from Beijing, Shanghai, Hong Kong, Taipei and the United States. We are honored to have The Honorable Wang Yunxiang, Consul General of the People's Republic of China in San Francisco as the key note speaker. We are also honored to have Mr. Wang Junfeng, Vice President of the Beijing Bar Association, attending not only to speak but also to explore the possibility of further relations between the Beijing Bar Association and the International Law Section. This program is both an excellent and rare opportunity to learn practical information about China directly from a variety of sources.

Another way we communicate with and educate our members is through our publications, the highly regarded semi-annual The International Law Practitioner and the quarterly informative Newsletter. The International Law Practitioner focuses on articles that will aid the practice, rather than the theory, of law in specific areas (see our most recent on-line issue at http://www.calbar.ca.gov). The Newsletter provides brief articles of interest and updates.

Whether you're interested in maintaining your expertise in your current field, expanding into a new one or learning the basics, we can help you. As a member of the Section, you not only receive The International Law Practitioner and the Newsletter, you also receive early notices of and dis-

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counts on our programs. And the benefits of membership are expanding. We also plan, within the next few months, to offer a statewide list-serve to our members with a link to a special "members only" location on the web site.

If you're not already a member of the Section, please consider joining us. If you are already a member, we on the Executive Committee look forward to meeting you at one of our programs or hearing from you.

Sincerely,

Linnet C. Harlan
Chair, International Law Section

TRADEMARKS: ONE APPLICATION, ONE LANGUAGE, FIFTY COUNTRIES—Points & Authorities

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Our clients will soon be able to apply to register their trademarks and service marks internationally by filing one application, in the English language, in the United States, pay one fee and select up to over fifty countries in which their applications will be processed to possible registrations. This so-called "one stop shop" system of trademark applications for U.S. trademark and service mark owners was made possible by the United States passing implementing legislation in November 2002 for an international multi-lateral treaty for trademark applications, known as the Madrid Protocol. The United States is expected to deliver its formal instrument of ratification to the depository of the treaty later this year, after the United States Patent and Trademark Office has had the opportunity to promulgate rules and regulations by which the treaty will operate here, and to upgrade its computer system to handle the new international applications.

The countries which are parties to the treaty include many of the United States' major trading partners, many of which are non-English speaking nations. Included in the list of member nations to the treaty are Austria, Belgium, China, Czech Republic, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Japan, Korea, Luxembourg, Netherlands, Norway, Poland, Portugal, Russia, Slovakia, Spain, Sweden, Switzerland and Turkey. English-speaking countries which are parties to the treaty are Australia, Ireland, Singapore and United Kingdom. Notable omissions so far include Canada, Hong Kong S.A.R., Mexico, New Zealand and the Central and South American countries.

The way applications to register trademarks or service marks under the treaty will work is that the U.S. applicant will prepare and file an international application with the United States Patent and Trademark Office ("USPTO"). The application, among other requirements, will designate the member countries in which the applicant seeks protection of the mark by way of an International Registration, and the applicant will pay a fee to the USPTO depending on how many countries and how many different classes of goods or services are selected.

The USPTO will then transmit the international application to the World Intellectual Property Organization ("WIPO") in Geneva, Switzerland. WIPO will conduct a limited review of the application, essentially for formalities, and then publish the mark in the WIPO Gazette of International Marks. WIPO will then forward the application to the national trademark offices of each designated member country in the application. The national trademarks offices will then process the application in accordance with their own national laws. Each member nation will have up to 18 months to refuse the application. If the application is not refused by the member nation within the applicable time period, the mark will be deemed registered in that country.

While it is axiomatic that the preparation and filing of one application in English will be more cost effective than the filing of numerous national applications in their applicable national languages, the international application, which will become available to U.S. applicants, may not be the best course for every application. For example, the United States, which will be the place of the "home" or "basic" application for U.S. applicants in the system, requires a fairly narrow description of the goods and/or services to which the mark will be applied, while some other member nations allow broad descriptions of goods and services under their national laws. Where a U.S. applicant desires a broad description of its goods or services, it may be preferable not to designate a country allowing a broad description and make a separate national application in that country or countries. There may also be limitations on the assignability of the mark, because any assignee will have to qualify as having an establishment, domicile or nationality in a treaty member nation. Accordingly, if at the time an international application is considered, there are plans to assign the mark to a person or entity in a non-member country, the international application may not be appropriate.

Moreover, the international application or registration is dependent on the home application or registration for five years. If the home application or registration in that period is amended, denied, withdrawn or canceled, the same will happen to the international application or registration and all extensions to designated countries.

However, in such a case, there will be a small window of opportunity to convert the application or registration to a national application or registration in the designated countries, while retaining the original filing date and any claimed priority. After that five-year period, the international registration will become independent of the home application or registration. Accordingly, if the USPTO, as it frequently does, requires the applicant to amend its goods or services description to a narrower, more definite statement, the description will be amended accordingly in all designated member countries.

There is also no provision in what will be the newly available international trademark application system for a change in the form of the mark from the mark in the home application. Accordingly, if the applicant expects the mark to change, the international application system may not be appropriate.

The recording of changes, such as assignments, changes of address, etc., with respect to the mark in the international system can be effected with a single request. Likewise, renewals of registrations can be effected with a single request.

Before filing an international application, it will remain just as advisable for the applicant to obtain a search of the mark's availability in each member nation for which the applicant seeks to register its mark. In addition, the trademark records on the WIPO database should be searched as part of the overall pre-filing strategy.

Because the new system for the U.S. is a treaty, the treaty's benefits will equally be available to applicants from member nations to apply in their home countries to register their trademarks or service marks in the United States. U.S. trademark owners who are prudent enough to employ "watch" services for new applications, to enable them to file oppositions to applications with the USPTO, will be well advised to ensure that their watch services include the WIPO database and applications coming into the USPTO from treaty member nations. In addition, it is likely that applications will come into the United States through the system with broad descriptions of goods and/or services, and our clients may not wish to leave the scope of those goods or services descriptions to narrowing purely by a USPTO Examining Attorney, who will be reviewing applications coming in via WIPO from treaty member countries.

Your BNFY trademark professional will be able to guide and counsel you with respect to all aspects of this soon-to-become available international system of filing trademark and service mark applications, and with the maintenance of your international trademark and service mark registrations. We will continue to be available to oppose applications for marks that may cause confusion with, or dilute, your valuable marks. In addition, our network of foreign associates in member nations of the treaty will be available, through us, to help with the analysis of searches and prosecution of your international applications as they go "national" in the member countries you designate.

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THE FOREIGN DIRECT INVESTMENT REGIME IN INDIA—An Aerial View

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Introduction

The amendment of the Industrial Policy in July 1991 was a landmark event in the liberalization process in India. The 1991 policy opened certain manufacturing activities to foreign direct investment (FDI), albeit up to the prescribed limits. Over the last twelve years, the FDI regime in India has changed drastically – from allowing FDI in only a few activities to allowing FDI up to 100% in almost all sectors barring a few in which FDI cannot exceed the specified limits.

The Regulatory Regime

There has been a qualitative shift in the legislation governing FDI. The Foreign Exchange Regulation Act (of 1973 vintage) was replaced with the Foreign Exchange Management Act (FEMA) in 2000. The Reserve Bank of India continues to play the central role with regard to foreign exchange. However, the regulations in respect of issue of securities to persons resident outside India, made under FEMA, have simplified the FDI regulatory mechanism substantially.

The FEMA regulations provide for two routes for FDI into India – the 'automatic route' and the 'government approval route'. Under the 'automatic route', an Indian company, which is not engaged in an Annexure A activity, may issue shares, up to the extent specified in Annexure B, to a foreign person without the need to obtain any approval. For most sectors, Annexure B envisages 100% FDI. Government approval is required for FDI in an Indian company engaged in any activity included in Annexure A and for FDI in

continued from page 3

excess of the sectoral limits stipulated in Annexure B.

All FDI proposals are required to comply with the Industrial Policy. If the Indian company is engaged in an activity requiring a license under the Industries (Development and Regulation) Act (such as, tobacco products and defense equipment) or under the locational policy (such as, polluting industries), the FDI proposal requires government approval. Indian companies cannot issue shares to foreign persons under the 'automatic route' for acquiring existing shares of another Indian company. A small scale industrial unit, not engaged in an Annexure A activity, can issue shares or convertible debentures to a foreign person only to the extent of 24% of its paid up capital. In an Indian trading company, up to 51% FDI is allowed, provided the company has a Trading House status, which is granted upon achieving consistent export performance.

An interesting feature of the FDI regime is that if a foreign person has a joint venture in India and wishes to set up a wholly-owned subsidiary, or enter into another joint venture, in the same or allied field in India, the foreign person is required to obtain prior government approval. In such a case, the approval is granted only when the government is furnished with a letter from the Indian party in the existing venture stating that it does not have any objection to its foreign partner's new Indian venture.

Applications & Reports

The Secretariat for Industrial Assistance (SIA) or, where the FDI amount is high, the Foreign Investment Promotion Board (FIPB) grants approvals for FDI proposals requiring government approvals. No application form has been prescribed. However, all parameters of the FDI proposal and, in particular, the benefits likely to accrue to India should be set out in the application, which may be filed with the SIA by the foreign person or the Indian company. If considered necessary, the SIA may call for a presentation. Usually, the approval is granted in three to five weeks.

An Indian company issuing shares to a foreign person in accordance with the FEMA regulations is required to file certain documents with the RBI. Within thirty days of receipt of consideration for shares, the company is required to report details of the remittance. The particulars required to be disclosed have been specified, although no format has been prescribed. Within thirty days of the issue of shares, the company is required to submit a return (in the prescribed form) setting out details of the issue, along with certificates from the Company Secretary and the Statutory Auditors in respect of the issue.

Private Company

Regulations made under FEMA by and large prohibit FDI into Indian partnership firms and proprietary concerns. A private limited company is used most commonly for FDI purposes, for it gives investors the benefits of limited liability and perpetual succession. In addition, various provisions of the Companies Act do not apply to a private company, allowing greater flexibility in the management of its affairs as compared to a public company. However, under the Companies Act, a private company, which is a subsidiary of a public company, is also a public company. To ensure that the Indian private company does not lose benefit of the exemptions available to it because of this provision, the entire share capital should be held by two or more bodies corporate incorporated outside India.

The Mauritius Route

Big ticket FDI into India has often been routed via Mauritius to take advantage of the provisions of the Indo-Mauritius Double Taxation Avoidance Agreement (DTA). Mauritius companies holding shares in Indian companies can benefit from the lower taxation rates under the DTA, particularly on capital gains. With respect to taxation of dividends the DTA has become less relevant ever since withholding under the Income Tax Act on dividends has been replaced with a dividend distribution tax.

Conclusion

Progress has been made in liberalizing the FDI regime in India. While highlighting this, Indian politicians display a penchant for making (inappropriate) comparisons with China. China flung open its doors to FDI in 1979, well before India did. Infrastructure in China is much better. The political will, as evinced in simplifying the regulatory procedure for commencing operations, appears to be far stronger in China. In India, bureaucracy still delays obtaining approvals at the operational level. And of course, the Chinese market is bigger. The difference is reflected in the statistics. According to India Today, a leading newsmagazine in India, China's annual FDI inflows of $45 billion are ten times higher than what India is able to attract. So, it's not yet time to sit back and relax!

Sharad lives and practices commercial/corporate law in New Delhi, India. The focus area of his practice, over the last nine years, has been joint ventures in India and cross-border business transactions.

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CHINA UPDATE: EMPLOYMENT RIGHTS AND OBLIGATIONS IN PRC

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In Hong Kong, the doctrine of freedom of contract in employment relationships is subject to mandatory statutory provisions which govern the respective rights and obligations of employers and employees. Likewise, the Labour Law in China regulates employment relationships and safeguards respective legitimate interest.

Labour disputes in China are generally arbitrated, if the parties fail to reach a compromise. The following two arbitration cases show how the law in this area may be interpreted in protecting the interest of the employer and employee with respect to handover duties, unilateral termination to join competitive business and notice of termination.

Scope of Job Duties: Duty to assist in handover

The employee was the general manager of a Foreign-Invested Enterprise in Guangdong province for 8 years. He then submitted his resignation in March of a year pursuant to the terms of his employment contract which required 6 months¡¦ notice in advance. Accordingly, his employment should be terminated in September that year.

After accepting his resignation, the employer requested the employee to hand over his work to his successor. The employee considered such request to deprive him of his rights and responsibilities as the general manager and further changed his scope of duties under his employment contract without his consent. The employee alleged that his employer breached the employment contract and therefore commenced arbitration proceedings to claim compensation for 6 months¡¦ salary for the remainder of the employment period plus 8 months¡¦ salary for his 8 years employment, which is a statutory compensation under the Labour Regulations of China.

In defending the employee's claim, the employer argued that the employee, as a senior managerial personnel of the company, has a duty to hand over his work, which included to pass confidential information such as those relating to suppliers, sales strategy and clients¡¦ data etc., to his successor, in order to ensure a smooth transition in the change of senior management. Further, the successor was neither appointed to replace the employee's position during the six months transition period, nor to perform the job duties of the general manager, which should be done by the employee. The employee did not report duty to his employer since April, and commenced work for a competitor since then. Therefore, the employer claimed that it was the employee who was in breach of the contract and the employer was under no contractual or statutory duty to compensate the employee.

The arbitrator held that the employee was obliged to assist in performing the hand over work, which was natural and incidental to his employment as the general manager, and hence would not constitute any breach of the employment contract. On the contrary, the employee was in serious breach of contract as he failed to continue to work for his employer but started working with his new employer. For such reasons, the arbitrator refused all the employee's claims.

The application of Quantum Meruit in the absence of express contract

The employee worked for a Foreign-Invested Enterprise in Shanghai pursuant to an employment agreement of one-year term. By the end of the contract term, the employer did not renew the agreement with the employee but the employee continued to work for the company for an extra 3 months. The employer, upon the expiry of this 3 months period, gave the employee a 3 months backdated notice of termination.

The employee was not satisfied with the arrangement of the employer and claimed that according to Labour Law of PRC, a notice of termination should be given one month in advance or there should be a one month's salary in lieu thereof. The notice given by the employer failed to fulfill either of the requirements and was void. The employee claimed that he should be entitled to salary for the extra 3 months of work done and also compensation for:

(1) one additional month salary for failing to give a valid notice of termination by the employer; and
(2) a further month¡¦s salary as he had worked for the employer for over a year, and was thus entitled to the same under the Labour Law as a form of severance payment.

The arbitrator agreed with the employee and ruled that the notice of termination given by the employer was void for failing to comply with the statutory requirements as mentioned above. It was further held that the 3 months extra work was to be recognized as part of his employment, although there was no written agreement for the same. The previous rate of salary was the best measure of the amount to be paid. Since the employee worked for over one year, he was further entitled to the one month salary in addition to the month's salary in lieu of notice. All the employee's claims were therefore allowed.

LEGAL UPDATE: THE MADRID PROTOCOL—November 3 Is Just Around the Corner!

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From November 3, 2003 on, U.S. applicants will be entitled to file applications under the Madrid Protocol, the progeny of the very old Madrid Agreement going back as far as 1891. The Madrid Protocol was finalized in 1989 but did not become effective in any country before 1995. Nowadays, most but not all Madrid Agreement member countries are Madrid Protocol members as well. Not so vice versa: There are a number of Madrid Protocol-only countries, the United States being one of these.

U.S. applicants might have some questions.

What qualifies for protection under the Madrid Protocol?

- The Madrid Protocol application has to be based on a domestic U.S. "home" application or registration. Therefore, the requirements are fairly similar to a U.S. Trademark Application.

Where do Madrid Protocol applications have to be filed?

- At the USPTO, forwarding the application to the International Bureau (IB) in Geneva, Switzerland, often called WIPO.

Who can be the applicant?

- Any legal entity domiciled in the U.S.
- Any U.S. citizen, even if not domicile in the U.S.
- Any individual, domiciled in the U.S.

When should a Madrid Protocol application be filed?

- No specific deadline, but as early as possible for preventing third parties from establishing older rights in any of the designated countries.

What are the special requirements for a Madrid Protocol application?

- A pending domestic U.S. trademark application or a registered U.S. trademark. The Madrid Protocol application has to be based thereon and is dependent on this domestic U.S. trademark application or registration for 5 years from the registration date under the Madrid Protocol.

What is the grace period for use?

- Depends on national laws of the designated countries. Many countries have implemented a 5-year grace period, running from registration of the Madrid Protocol trademark registration. The consequence of non-use might be vulnerability to a cancellation action against the effect of the Madrid Protocol registration in the respective designated country, or unenforceability. In most countries, this can be healed through later use if no intervening rights are established by third parties during the non-use period.

What priority may the applicant claim?

- A 6-month priority can be claimed from any prior trademark application in any of the Paris Convention countries.

Which territories are covered by a Madrid Protocol application?

- 57 Madrid Protocol countries can be designated. The Madrid Protocol system requires specific designation of countries, also requiring payment of fees. An updated list of the possible countries can be found at http://www.wipo.org/madrid/en/index.html. Caution: Neither Madrid Agreement-only countries nor the United States itself can be covered by a U.S.-based Madrid Protocol application.

What is the maximum duration?

- The Madrid Protocol registration can be renewed in 10-year intervals.

What are the costs?

- Moderate compared with the number of covered countries, but not low! Help on fee calculation can be found at http://www.wipo.org/madrid/en/index.html. The official fees have to be calculated as a somewhat complicated mix of WIPO fees depending on the number of designated countries and International Classes into which the goods and services fall, and the more substantial national fees charged by most designated countries. In many countries, the national fees depend on the number of covered classes.

What are the biggest risks?

- A "central attack" against the underlying "home application or registration" is possible within 5 years from registration under the Madrid Protocol. Invalidating the home application or registration during this 5-year period invalidates the entire Madrid Protocol registration. However, conversion into national applications is possible, so that the risk of a central attack is reduced to a cost risk.

- National Patent Offices are entitled to raise absolute or relative

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objections against registration. This would trigger national proceedings in the respective designated country, usually requiring the appointment of a local representative. If such objections are not raised, the Madrid Protocol registration becomes effective in the respective designated country without further national fees or procedures.

National laws may require proof of use. National grace periods for use vary or may be non-existent. Since no local representative is appointed, the applicant may not become aware of any requirements and miss deadlines, resulting in irreversible termination of the effect of the Madrid Protocol registration in the respective country. It is therefore important to clarify which national requirements apply.

U.S. IMMIGRATION LAW UPDATE—POSTPONEMENT IN REQUIREMENT FOR MACHINE-READABLE PASSPORT FOR MAJORITY OF VISA WAIVER PROGRAM TRAVELERS

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The Secretary of State, after consultation with the Department of Homeland Security, has granted a postponement of the requirement that Visa Waiver Program travelers must present a **machine-readable passport** at a U.S. port of entry for admission as a visitor for pleasure or business purposes **without a visa**. This postponement affects 21 of the 26 Visa Waiver countries and citizens of these countries will now only be required to present machine-readable passports for admission without a visa as of **October 26, 2004**.

The countries for which the postponement has been granted are: **Australia, Austria, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Japan, Monaco, Netherlands, New Zealand, Norway, Portugal, San Marino, Singapore, Spain, Sweden, Switzerland, and the United Kingdom.**

The five other eligible Visa Waiver countries **(Andorra, Brunei, Liechtenstein, Luxembourg, and Slovenia)** did not request a postponement because virtually all of their citizens already have machine-readable passports. As of October 1, 2003, visa waiver travelers from these five countries have had to present machine – readable passports OR a U.S. visa for admission purposes under the Visa Waiver Program.

Belgium, which is also a visa waiver country, was not eligible to receive this extension because Belgian nationals have been subject to the machine-readable passport requirement since **May 15, 2003**. (This requirement was stipulated in the Department of Justice's review of Belgium's continued eligibility to participate in the visa waiver program in February 2003.)

The Secretary's authority to postpone the effective date for a visa waiver country's citizens to present a machine-readable passport is contained in the USA PATRIOT Act, which legislated the requirement for visa waiver travelers.

Citizens of visa waiver program countries are permitted to enter the United States for general business (not employment) or tourist purposes for a maximum of 90 days without needing a visa.

International Law Section Calendar

November 7, 2003—State Bar of California, International Law Section—Palo Alto, California, presents *"Structuring and Operating Business Ventures in the Middle Kingdom: Legal and Practical Strategies for Success in China"*, 8 Hours MCLE, www.calbar.ca.gov

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November 20-21, 2003—International Bar Association, Immigration and Nationality Law Committee (14) Section on Legal Practice in cooperation with the Ameircan Immigration Lawyers Association and the Immigration Law Practitioners' Association present a *"Global Business Immigration Conference"* in London. www.ibanet.org/general/Conference

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January 23-25, 2005–State Bar of California, Section Education Institute, Loews Santa Monica Beach Resort, Santa Monica, California. This 2-1/2 day education event offers up to 16 hours of legal seminars and training programs concerning substantive legal issues and fundamental approaches to the practice of law. www.calbar.ca.gov

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OPEN LETTER TO ILS MEMBERS

Dear ILS Member:

We value your membership. More importantly, we depend on it.

The International Law Section needs your expertise to lead panel discussions before the State Bar and other professional seminars, and to write articles for our Newsletter and our bi-annual publication, "The International Practitioner". After all, ours is one of the few sections which truly cuts across practice lines. Whether you are a transactional lawyer, intellectual property practitioner, tax or business attorney, or if you deal in issues related to real property, family law, labor and employment, immigration, human rights or general litigation, your practice likely touches upon international law.

And our job at the ILS is to get the experience and expertise which you have developed into the hands of your fellow international practitioners. We do that by providing MCLE programs, informative articles, self study tests and panel discussions. We are also developing a list serv so all California lawyers can click a button to access your contact information by practice expertise, language skills and location . . . whether you live and practice in San Diego or San Juan, Los Angeles or New York, San Francisco or Beijing, referral information is essential to the international lawyer.

This year we will also devote greater attention to supporting your practice by providing business development and networking opportunities. Our private practitioners should be meeting in-house lawyers. We also want to help you get your name "out there." If you want exposure, we have a few ideas for you!

But it all starts with membership and active participation in the ILS. In this global economy and diverse society, we need you more than ever.

I look forward to working with you.

Michael J. Pérez
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For those of you who are not yet members, the California International Law Section invites you to join us now. Take advantage of the MCLE programs and the free publications. Take advantage of the opportunities to recommend topics and/;or speakers for Section programs, to contribute articles and/or ideas for articles to Section publications, and to meet with foreign lawyers.

DUES: _____ United States $60
_____ Law Students in U.S. $25
_____ Outside the U.S. $90

The dues include a yearly subscription to the *California International Law Newsletter, The California International Practitioner* and admission to Section programs and events at discounted prices. There are no prerequisites to membership; all interested attorneys, non-attorneys, law professors and law students are invited to enroll. For further information, please telephone the International Law Section administrative staff at the State Bar of California, (415) 538-2380.

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CALL FOR ARTICLES

The Editors of this newsletter are inviting members of the Section and others to submit articles relating to international issues.

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The Editors reserve the right to edit articles for reasons of space or for other reasons to decline to print articles that are submitted. We will consult with authors before any editing.

PLEASE LET US KNOW YOUR INFORMATION!

In order to receive International Law Section new information and updates (via email), please complete and return this form. Your email address may not be current in the State Bar records.

Please fax back this form.

Many thanks from the International Law Section Executive Committee.

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Bruce Boyd (*left*) Past Secretary, David Teichmann (*right*) Immediate Past Chair of the ILS at the Executive Committee dinner following the California Bar's Annual Conference in Anaheim, California.

Our Officers in Action!

David Teichmann (*left*) and Lisa Mammel (*right*), Immediate Past Co-Vice Chair of the ILS.